

EXHIBIT 2

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

----- X
OXFORD AVIATION, INC.,

Plaintiff,

v.

CONSTELLATION BRANDS, INC.,

Defendant.
----- X

Civil Action No. 2:08-cv-419

ANSWER

NOW COMES Defendant Constellation Brands, Inc. ("CBI"), by and through its attorneys Nixon Peabody LLP, and hereby responds to the Complaint of Plaintiff Oxford Aviation, Inc. ("Oxford") as follows:

1. CBI lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 1 of Oxford's Complaint and on that basis denies them.

2. As to the allegations set forth in paragraph 2 of Oxford's Complaint, CBI admits that its principal place of business is located in the State of New York. CBI denies that it is a "liquor distribution company"; rather, it is a producer and marketer of beverage alcohol.

3. CBI denies the allegations of paragraph 3 of Oxford's Complaint, except admits that its subsidiary Constellation Leasing, LLC ("Constellation Leasing") and Oxford entered into an agreement pursuant to which Oxford was to refurbish the interior of a Dassault-Breguet

Mystere Falcon 900B, S/N055, fixed wing multi-engine airplane, FAA No. N117SF, ("the Aircraft") owned by Constellation Leasing.

4. CBI admits the allegations set forth in paragraph 4 of Oxford's Complaint.
5. CBI admits the allegations set forth in paragraph 5 of Oxford's Complaint.
6. CBI admits the allegations set forth in paragraph 6 of Oxford's Complaint.
7. CBI lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 7 of Oxford's Complaint and on that basis denies them.
8. CBI denies the allegations set forth in paragraph 8 of Oxford's Complaint, except admits that Constellation Leasing had the Aircraft repaired by a vendor other than Oxford.

Answer To Count I – Declaratory Judgment

9. In responding to paragraph 9 of Oxford's Complaint, CBI repeats and realleges its response to each of the foregoing paragraphs as if fully set forth herein.
10. The allegations set forth in paragraph 10 are legal conclusions to which no response is required. To the extent that a response is required, CBI denies the allegations set forth in paragraph 10 of Oxford's Complaint, except admits that Constellation Leasing and Oxford entered into an agreement pursuant to which Oxford was to refurbish the interior of the Aircraft.
11. CBI denies the allegations set forth in paragraph 11 of Oxford's Complaint.
12. The allegations set forth in paragraph 12 are legal conclusions to which no response is required. To the extent that a response is required, those allegations are denied. CBI denies all other allegations in Count I not specifically admitted.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE
(Failure to State a Cause of Action)

Oxford's Complaint fails to state a claim against CBI on which relief can be granted.

SECOND AFFIRMATIVE DEFENSE
(No Claim Against CBI)

Oxford's Complaint is barred because it never had any agreement or contract with CBI.

THIRD AFFIRMATIVE DEFENSE
(Waiver)

Oxford has waived its right to bring its Complaint.

FOURTH AFFIRMATIVE DEFENSE
(Estoppel)

Oxford is estopped from bringing its Complaint.

FIFTH AFFIRMATIVE DEFENSE
(Unclean Hands)

Oxford has unclean hands.

SIXTH AFFIRMATIVE DEFENSE
(Statute of Limitations)

Oxford's Complaint is barred by the applicable statute of limitations.

SEVENTH AFFIRMATIVE DEFENSE
(Laches)

Oxford's Complaint is barred by the doctrine of laches.

EIGHTH AFFIRMATIVE DEFENSE
(Uncertainty)

Oxford's Complaint lacks sufficient specificity to apprise CBI of the claims against it and is uncertain.

NINTH AFFIRMATIVE DEFENSE

(Good Faith)

Oxford's Complaint is barred because CBI has at all times acted in good faith.

TENTH AFFIRMATIVE DEFENSE

(No Duty)

Oxford's Complaint is barred because CBI owes no duties to Oxford to mitigate its damages, to allow Oxford to complete any necessary repairs, or otherwise.

ELEVENTH AFFIRMATIVE DEFENSE

CBI asserts all of its affirmative defenses that may be revealed during the course of discovery in this action.

PRAYER

Wherefore, Defendant CBI prays for judgment that Oxford take nothing on its Complaint and that this Honorable Court dismiss Oxford's Complaint with prejudice, award CBI its costs of suit herein, and award CBI such other further relief as this Court deems proper and just.

Respectfully submitted,

CONSTELLATION BRANDS, INC.

By and through its counsel,

NIXON PEABODY LLP

Dated: December 12, 2008

By: /s/ Courtney Q. Brooks
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the above document was served upon the attorney of record for Oxford Aviation, Inc., Gavin G. McCarthy, by first class mail on December 12, 2008.

/s/ Courtney Q. Brooks